

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE 12		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 108		3. EFFECTIVE DATE March 27, 2007		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS31-J		7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-3223 Fax		CODE PS31-J	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806				<input checked="" type="checkbox"/>		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02C	
CODE 0T5L1		FACILITY CODE SAP- 103429				10B. DATED (SEE ITEM 13) 1/1/04	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), the "Changes" clause, the "Limitation of Funds" clause, and Mutual Agreement
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Estimated Cost	Base Fee	Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total	\$702,915,187	\$35,126	\$28,307,778	\$12,012,110	\$743,270,201	\$651,988,416
This Modification	\$2,446,266	\$0	\$0	\$146,776	\$2,593,042	\$0
Rev. Base Total	\$705,361,453	\$35,126	\$28,307,778	\$12,158,886	\$745,863,243	\$651,988,416

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Jill C. Watkins, Senior Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A. Iosco, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ Jill C. Watkins	March 21, 2007	BY /s/ David A. Iosco	March 27, 2007
<small>(Signature of person authorized to sign)</small>		<small>(Signature of Contracting Officer)</small>	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT (continued)

The purpose of this modification is to definitize SAIC proposal SAIC-P-031, Revision 1, entitled "Marshall Space Flight Center (MSFC) Integrated Enterprise Management Program (IEMP) e-Budget Suite Applications Support" and dated February 12, 2007. This proposal was submitted in response to NASA/MSFC letter Request for Proposal PS31-J/AA02C-06-238 dated December 20, 2006. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, the total potential Estimated Cost (including unexercised options) is increased by \$5,406,382. This increase consists of \$2,446,266 (from \$200,123,159 to \$202,569,425) for Option Year 1 as reflected in paragraph (a) and as CLIN 003 in paragraph (b), and \$2,960,116 (from \$183,140,190 to \$186,100,306) for Option Year 2 as reflected in CLIN 005 in paragraph (b). The total Potential Award Fee (including unexercised options) is increased by \$324,383. This increase consists of \$146,776 (from \$12,012,110 to \$12,158,886) for Option Year 1 reflected in paragraph (a) and as CLIN 003 in paragraph (b), and \$177,607 (from \$10,993,130 to \$11,170,737) for Option Year 2 reflected as CLIN 005 in paragraph (b). These amounts are based on the following breakouts:

Paragraph (a)

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>	
04/01/07 - 06/30/07	\$ 815,422	\$48,925	
07/01/07 - 12/31/07	<u>\$1,630,844</u>	<u>\$97,851</u>	
	\$2,446,266	\$146,776	= \$2,593,042

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>	
01/01/08 - 06/30/08	\$1,480,058	\$88,804	
07/01/08 - 12/31/08	<u>\$1,480,058</u>	<u>\$88,803</u>	
	\$2,960,116	\$177,607	= \$3,137,723

TOTAL	\$5,406,382	\$324,383	= \$5,730,765
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Paragraph (b)

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
CLIN 003	\$2,446,266	\$146,776
CLIN 005	\$2,960,116	\$177,607

- B. Under Section B, Clause B.3, Award Fee for Service Contracts, paragraph (i) is revised to reflect the adjusted Potential Award Fee pools for the periods affected by this definitization modification.
- C. Under Section B, Clause B.6, Contract Funding, an amount of \$110,082 is reallocated from Estimated Cost to Provisional Award Fee in order to provisionally fund 75% of the Potential Award Fee for the periods 1/1/07 to 6/30/07 and 7/1/07 to 12/31/07. Contractor billing of provisional award fee for any period shall not exceed 75% of the Potential Award Fee pool available for that period. Balance of fee shall be paid upon allocation of Earned Award Fee as determined by the UNITEs Fee Determination Official. This action will not result in a revised coverage date.
- D. Attachment J-1, Performance Work Statement, is revised to incorporate the additional effort in PWS 4.3, Operations and Sustaining Support (Page J-1-61), and as Appendix E, Listing of e-Budget Suite Applications. This appendix is reflected on the enclosed page J-1-98 and is utilized to baseline the current listing of IEMP applications supported under this contract based on the definitization of SAIC proposal SAIC-P-031, Revision 1.
- E. Attachment J-7, Small Business Subcontracting Plan, is amended to include the subcontracting plan supplement required by definitization of the referenced proposal for "Marshall Space Flight Center (MSFC) Integrated Enterprise Management Program (IEMP) e-Budget Suite Applications Support". It is noted that the definitized amount exceeds \$550,000 and adjusts the associated subcontract amounts. This plan is not numbered but is incorporated as part of Attachment J-7. Future subcontracting plan supplements will also be incorporated as part of this attachment. It is noted that the cumulative contract value associated with this plan supplement, and future plan supplements, will include contract value increases that fell below the threshold requiring submission of a small business subcontracting plan supplement, if applicable. Therefore, the cumulative value page of each supplement will also reflect definitization of these proposals.

- F. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by \$2,593,042 (from \$743,270,201 to \$745,863,243) in recognition of the actions taken in (A) above.
- G. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
B-2 (Mod. 106)	B-2 (Mod. 108)
B-3 (Mod. 106)	B-3 (Mod. 108)
B-5 (Mod. 106)	B-5 (Mod. 108)
B-8 (Mod. 107)	B-8 (Mod. 108)
J-1-iv (Mod. 106)	J-1-iv (Mod. 108)
J-1-61 (Mod. 69)	J-1-61 (Mod. 108)
N/A	J-1-98 (Mod. 108)
	J-7, Supplement 19 (Mod. 108)

- H. In recognition of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise to the "proposal(s) for adjustment."

<u>Contract Change Identification</u>	<u>Contractor Proposal Number</u>
NASA/MSFC letter Request for Proposal PS31-J/AA02C-06-238 dated December 20, 2006	SAIC proposal SAIC-P-031 dated January 26, 2007 and submitted via SAIC letter SAIC-07-031 dated January 26, 2007
Modification No. 107	SAIC proposal SAIC-P-031, Revision 1, dated February 12, 2007, and submitted via SAIC letter SAIC-07-037 dated February 12, 2007

- I. All other terms and conditions of NNM04AA02C remain unchanged.

B.2 ESTIMATED COST AND AWARD FEE

(a) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost	Base Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04-6/30/04	\$ 47,472,018		\$2,696,331	\$0
Base Year 1	7/1/04 - 12/31/04	\$ 86,792,101		\$4,851,221	\$0
Base Year 2	1/1/05-6/30/05	\$ 87,948,919		\$4,910,402	\$0
Base Year 2	7/1/05 - 12/31/05	\$ 90,970,318		\$5,162,909	\$0
Base Year 3	1/1/06-6/30/06	\$ 94,048,190		\$5,301,669	\$0
Base Year 3	7/1/06 - 12/31/06	\$ 95,560,482	\$35,126	\$5,385,246	\$0
TOTAL Base		\$502,792,028		\$28,307,778	\$0
Option Year 1	1/1/07-6/30/07	\$102,282,735			\$ 6,139,323 AF (\$4,665,885 SF) (\$1,473,438 OF)
Option Year 1	7/1/07 - 12/31/07	\$100,286,690			\$ 6,019,563 AF (\$4,574,868 SF) (\$1,444,695 OF)
TOTAL Opt. 1		\$202,569,425			\$12,158,886
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
TOTAL Opt. 2					
	TOTAL	\$705,361,453	\$35,126	\$28,307,778	\$12,158,886

* AF denotes Award Fee

** SF denotes Subjective Fee

***OF denotes Objective Fee

(b) The estimated cost and award fees applicable to the base period and each option period are as follows:

CLIN	Qty.	Unit	Estimated Cost	Award Fee
BASIC PERIOD (January 1, 2004 thru December 31, 2006)				

001****	1	Job	\$502,792,028	\$28,342,904
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			Estimated Amount	Maximum Amount
002	1	ID/R	\$0	\$1,500,000

****The total of Estimated Cost, Earned Award Fee, and Potential Award Fee associated with CLIN 001 shall not be exceeded unless revised by bilateral contract modification.

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 1 (Jan. 1, 2007 thru Dec. 31, 2007) (Exercised)				

003*	1	Job	\$202,569,425	\$12,158,886 AF (\$9,240,753 SF) (\$2,918,133 OF)
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			Estimated Amount	Maximum Amount
004**/**	1	ID/R	\$0	\$500,000 (Exercised)

* No costs against CLINS 003 and 004 shall be expended prior to 1/1/07.
 **The actual value of CLIN 004 will be the summation of individual task orders issued pursuant to this clause and clauses B.7 and B.8. A reconciliation modification will be issued as required to reflect the current task order summation value in Clause B.2.

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 2 (Jan. 1, 2008 thru Dec. 31, 2008) (Unexercised)				

005	1	Job	\$186,100,306	\$11,170,737 AF (\$8,489,760 SF) (\$2,680,977 OF)
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			Estimated Amount	Maximum Amount
006	1	ID/R	\$0	\$500,000 (Unexercised)

(End of clause)

B.3 AWARD FEE FOR SERVICE CONTRACTS

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in **Clause B.2, "ESTIMATED COST AND AWARD FEE"** in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with **ATTACHMENT J-5, UNITED CPAF EVALUATION PLAN**. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis. Performance evaluation for PWS sections 3.0 and 5.0 will be evaluated against the standards delineated in **ATTACHMENT J-4, PERFORMANCE MEASUREMENT STANDARDS**. Any changes to this ATTACHMENT will be made by bilateral contract modification.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA/MSFC Financial Management Office, RS23 will make payment based on issuance of a unilateral modification by the Contracting Officer.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth

(i) The amount of award fee which has been awarded pursuant to this clause, the potential award fee available for the period, and the period to which said fee applies is set forth below:

Contract Year	Period Covered	Base Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04- 3/30/04 3/31/04- 6/30/04		\$270,275 \$2,426,056	\$275,791 (1/1/04 to 3/30/04) \$ 2,572,649 AF * (3/30/04 to 6/30/04) (\$1,955,213 SF) ** (\$617,436 OF) ***
Base Year 1	7/1/04 - 12/31/04		\$4,851,221	\$ 5,207,408 AF (\$3,957,630 SF) (\$1,249,778 OF)
Base Year 2	1/1/05-6/30/05		\$4,910,402	\$ 5,270,936 AF (\$4,005,911 SF) (\$1,265,025 OF)
Base Year 2	7/1/05 - 12/31/05		\$5,162,909	\$ 5,453,009 AF* (\$4,144,287 SF**) (\$1,308,722 OF***)
Base Year 3	1/1/06-6/30/06		\$5,301,669	\$ 5,645,252 AF (\$4,290,392 SF) (\$1,354,860 OF)
Base Year 3	7/1/06 - 12/31/06	\$35,126	\$5,385,246	\$ 5,698,818 AF (\$4,331,102 SF) (\$1,367,716 OF)
Option Year 1	1/1/07-6/30/07			\$ 6,139,323 AF (\$4,665,885 SF) (\$1,473,438 OF)
Option Year 1	7/1/07 - 12/31/07			\$ 6,019,563 AF (\$4,574,868 SF) (\$1,444,695 OF)
Option Year 2	1/1/08-6/30/08			
Option Year 2	7/1/08 - 12/31/08			

* AF denotes Award Fee

** SF denotes Subjective Fee

***OF denotes Objective Fee

(End of Clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General And Administrative Costs-

(b)(4)

B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC--52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

(b)(4)

(End of clause)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$614,526,347. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through July 30, 2007.

(b) An additional amount of \$37,462,069 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$614,636,429	(\$110,082)	\$614,526,347
Base Fee	\$35,126	\$0	\$35,126
Provisional Award Fee (Funded at 75%)	\$9,009,083	\$110,082	\$9,119,165
Award Fee Earned	<u>\$28,307,778</u>	<u>\$0</u>	<u>\$28,307,778</u>
Total Sum Allotted*	\$651,988,416	\$0	\$651,988,416

*The contractor shall not expend an amount greater than the total of Estimated Cost, Earned Award Fee, and Potential Award Fee associated with CLIN 001 prior to January 1, 2007.

(End of clause)

B.7 INDEFINITE DELIVERY/REQUIREMENTS

(a) The completion effort (definite quantity) of this contract is considered to be those services negotiated for the estimated cost and fees for the basic contract period and each priced option period. Work that cannot be sufficiently identified, predetermined, or quantified is identified as Requirements work.

(b) Requirements work is specified as that effort that exceeds the performance bands specified in PWS sections 5.1, MSFC Applications and Web Services, and 3.9.4 and 5.10.4, Maintenance.

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4.2.2.6 Center Reporting

In accordance with the responsibilities as described in section 4.1.3.2, the contractor shall coordinate with each module project and respective implementation contractor to analyze Pilot Center reporting requirements. The contractor shall be responsible for implementing the defined reporting solution at the Center and developing Center specific reports required to support Agency rollout.

4.2.2.7 Center Training

The contractor shall be responsible for defining the technical architecture for the tools that will be utilized in the development of training materials (DRD 974MA-007). The contractor shall insure that automated training capabilities can be deployed consistent with the Agency's IT architecture standards. The contractor shall also deploy and manage an instance of the system that will be utilized by the module project and implementation contractor in the execution of application training.

4.2.2.8 Center Data Conversion

The contractor shall coordinate with the module project to understand the volume of data to be migrated and the potential impact on system scalability and performance. The contractor shall also maintain an awareness of functional configuration decisions that are made during Agency Design and the potential performance and scalability impacts of those decisions. As directed by the COTR, the contractor shall provide data conversion tools to the module project.

4.3 OPERATIONS AND SUSTAINING SUPPORT

The contractor shall provide operations and sustaining support upon completion of the implementation stabilization period for each module project. The contractor shall provide a Competency Center (CC) for centralized operational support. This support shall include: business process, user interface, application functional, application development, application operations, and infrastructure. The operations and sustaining support performance standards are defined in each module's Service Level Agreement (DRD 974MA-007). The contractor shall maintain all NASA e-Budget Suite applications and support NASA's Planning, Programming, Budgeting and Execution (PPBE) process in accordance with all subsequent PWS 4.0 requirements. (See APPENDIX E for listing of e-Budget Suite applications)

4.3.1 Business Process Support

The contractor shall assist the NASA business process experts in the Competency Center by supporting customers in the execution of standard NASA business processes within each IEMP module. The business processes are defined by the Agency Process Team during implementation and maintained by an Agencywide configuration control board when the system is operational.

4.3.2 User Interface Support

The contractor shall coordinate with each Center's NASA and contractor desktop service providers during the lifecycle of each module project to optimize the

APPENDIX E

LISTING OF e-BUDGET SUITE APPLICATIONS

- **N2** – N2 is NASA's agency budget formulation tool. This application enables upload, review, and analysis of the Institutional Budget and Business Base, as well as automated capabilities to generate and apply rates across the Full Cost Budget.
- **IBPD** – The Integrated Budget and Performance Document (IBPD) application is NASA's tool to prepare and archive the Integrated Budget and Performance Document that is sent to Congress each February. The IBPD application allows authorized users to create, query, and analyze NASA budget and performance information in an easy, on-line tool.
- **Reports** – The Reports application is the home for NASA's budget and structure reports. A series of predefined reports allow authorized users to query subsets of data quickly and easily. Through the use of report parameters, or selection criteria, users have flexibility with these predefined reports to customize the information retrieved to meet their specific needs.
- **MdM** – The Metadata Manager is the home for NASA's standard Program/Project structure. The MdM is a web-based application that controls the creation, maintenance, and archiving of the NASA Structure Management (NSM) structure.
- **MdM Interfaces** – The MdM interface sends NSM data to various systems including core financial SAP system, and other systems.
- **Clearinghouse** – The Clearinghouse is a document management system that holds NASA specific files. Originally designed as a tool to communicate directly with OMB, the Clearinghouse is now used in a much greater capacity to exchange documents within the NASA community. Authorized users have the capability to upload or view any type of file.
- **System Administrator** – Authorized users will configure the different systems to be used by the necessary user groups through this robust System Administration module.

6 Pages removed for the following reason: (b)(4)